

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

April 21, 2016

RECEIVED MAY 09 2015

VIA EMAIL AT jasonomni@sbcglobal.net
AND REGULAR U.S. MAIL

Jason C. Ward
9615 Moorberry St.
Austin, TX 78729

Re: Williamson County—Forest North Drainage Improvements

Dear Mr. Ward:

Please allow this letter to set out my understanding of your agreement to grant Williamson County a temporary construction easement and right of entry on your property at 9615 Moorberry St., Austin, Texas 78729. Upon completion of the work, the County agrees to replace the existing chain-link fence, situated on the property line shared with your neighbors at 9613 Moorberry St., with a wooden "privacy" fence.

If this meets with your understanding please execute this letter and the attached Temporary Construction Easement and Right of Entry. Please note the Easement must be notarized on the last page. After signing the documents please return the originals to my attention or, if you prefer, we can arrange to pick them up.

Thank you for your assistance. Please contact me at any time if you have any other questions or concerns.

Sincerely,



Brian J. Knowles
Sheets & Crossfield, P.C.

AGREED:

OWNER


Jason C. Ward

Date: 5/3/2016

WILLIAMSON COUNTY

Dan A. Gattis, County Judge

Date: _____

Sheets & Crossfield, P.C.

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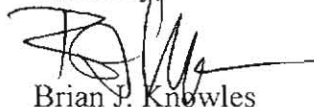
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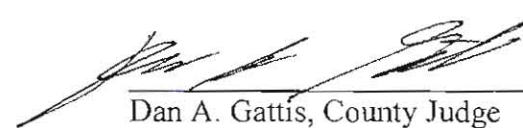
Brian J. Knowles
Sheets & Crossfield, P.C.

AGREED:

OWNER

WILLIAMSON COUNTY



Jason C. Ward

Dan A. Gattis, County Judge

Date: 5/3/2016

Date: 05-18-2016

TEMPORARY CONSTRUCTION EASEMENT

Forest North Drainage Improvement Project

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

KNOW ALL BY THESE PRESENTS:

§

That JASON C. WARD, and his successors and assigns (hereinafter referred to as "Grantor"), for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a Temporary Construction Easement, in, upon, over, under, above and across the following described Property of Grantor, to-wit:

See Exhibit "A", describing a certain 819 square foot tract of land situated in the Elisha Allen Survey, Williamson County, Texas, being a portion of Lot 284, of Forest North Estates Phase Three, a subdivision according to the plat thereof recorded in Cabinet B, Slide 326-327 of the plat records of Williamson County, Texas, attached hereto and made a part hereof for all intents and purposes.

Such temporary construction easement shall be for the purpose of allowing Grantee, or its agents, to construct, install, maintain, inspect, reconstruct, rebuild, repair, abandon in place, and remove drainage lines and associated facilities, appurtenances and grading on adjacent property within permanent easement areas or right of way held or owned by Grantee, and generally in accordance with the notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein. This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction, maintenance, abandonment and/or removal of drainage line and related improvements and grading in the adjacent permanent easement or right of way areas, and for making connections therewith; all upon the condition that upon completion of construction of the improvements and connections referenced herein, Grantee shall repair and restore the surface of said premises and improvements as nearly as is reasonably possible to the condition which the Property was in before the work was undertaken given the uses of the Property, including repair or replacement of any fencing, landscaping, ornamental trees, driveway, walkway, irrigation, or other vegetative material.

At no time during the grant of this easement shall Grantor be denied reasonable driveway ingress and egress to its property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee in advance.

This Temporary Construction Easement shall expire upon the earlier of (1) twelve (12) months after the date the Grantee, its agents or assigns first take possession of the property for the purposes identified herein, or (2) December 31, 2017.

Grantee hereby covenants and agrees:

- (a) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.
- (b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Temporary Construction Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 3 day of May, 2016.

(signatures on following page)

GRANTOR:



Jason C. Ward

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 3 day of may, 2016 by Jason C. Ward, in the capacity and for the purposes and consideration recited therein.



Notary Public, State of Texas

After recording return to:

Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, Texas 78664

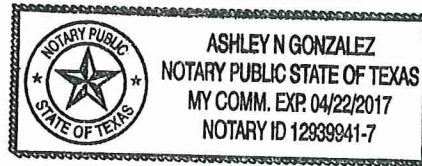


EXHIBIT A



LEGEND

- EXISTING PROPERTY
- PROPOSED TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT

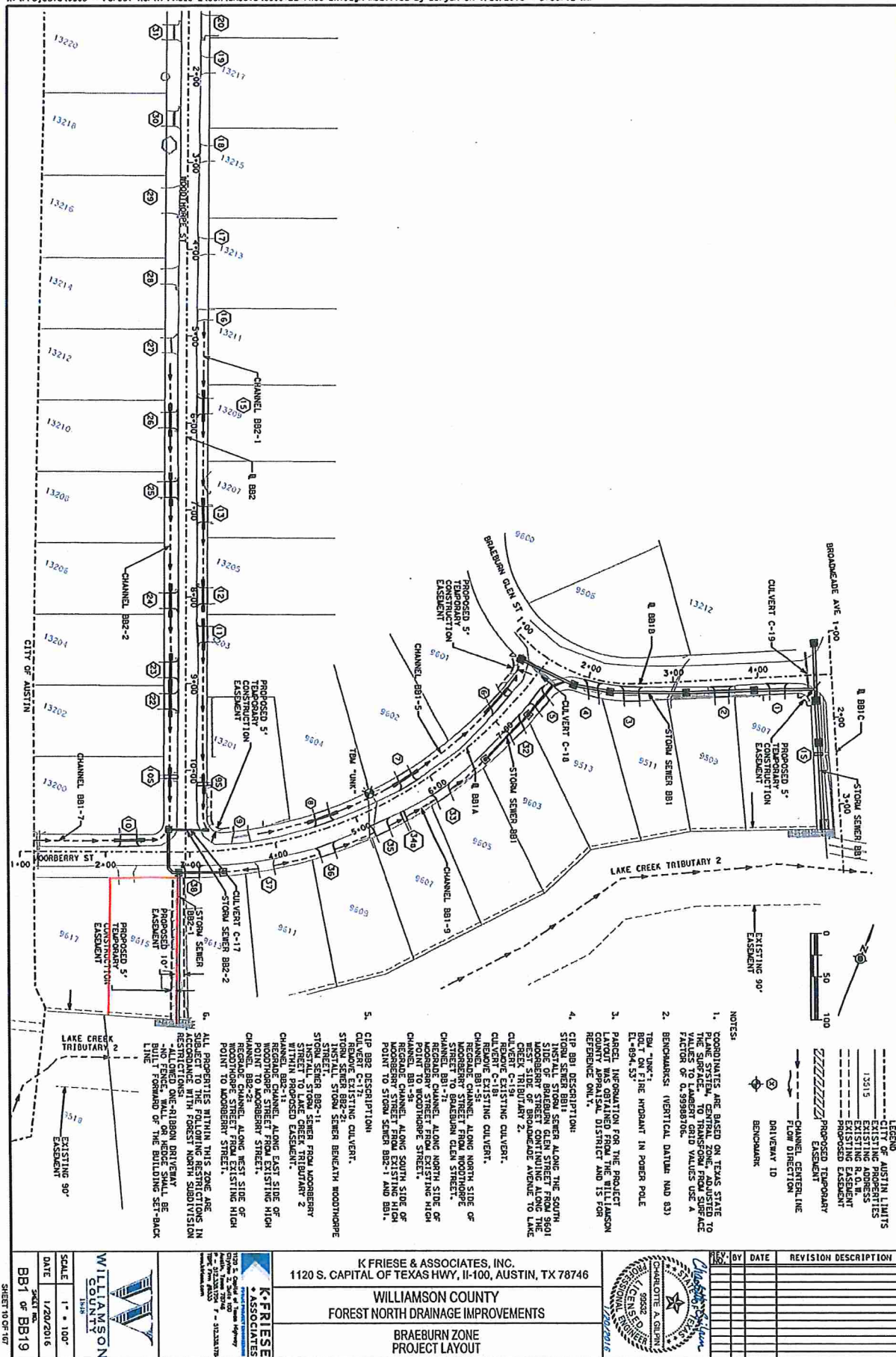


K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
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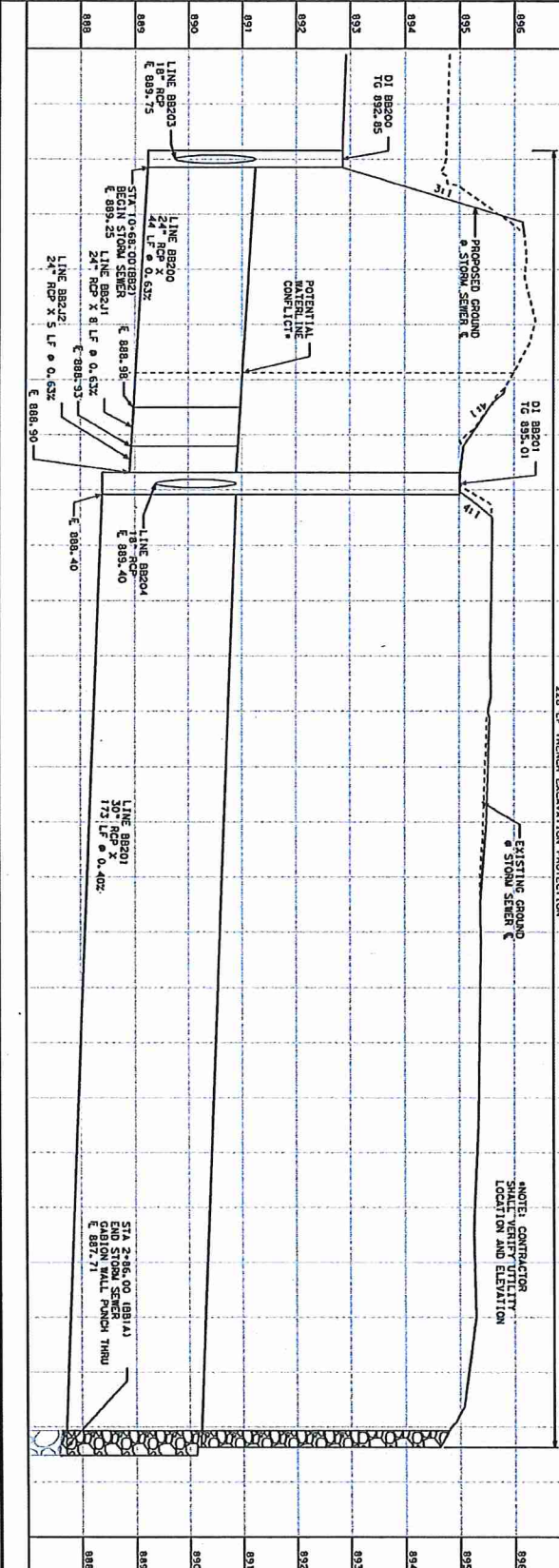
**WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS**



**EASEMENT EXHIBIT
9615 MOORBERRY ST**

X:\Projects\0300 - Forest North Phase 2\0300\Sheets\0300-BB\PROJ\LAY.dgn modified by dcryan on 1/20/2016 - 9:30:12 AM



X:\Projects\0300 - Forest North Phase 2\DCM\Sheets\0300-BB-PP08.dgn modified by dcryon on 1/20/2016 - 9:30:28 AM



SCALE: 1" = 20' DATE: 1/20/2016 2475 S.W. BB7 or BB19	 WILLIAMSON COUNTY TEXAS	 K FRIESE & ASSOCIATES 1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746 512-321-7176 • FAX 512-321-7176	K FRIESE & ASSOCIATES, INC. 1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746		 Chad S. Bickel 1/20/2016	REVISION DESCRIPTION
			BY	DATE		REVISION DESCRIPTION